

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

Chapter 13

Case No. 24-41956

Brandon Heitmann,  
Debtor.

Hon. Mark A. Randon

**EXHIBIT REGARDING 24 CAPITAL AND FURTHER DEBTOR'S  
OBJECTION TO CREDITOR MOHAMED SAAD'S MOTION TO DISMISS**

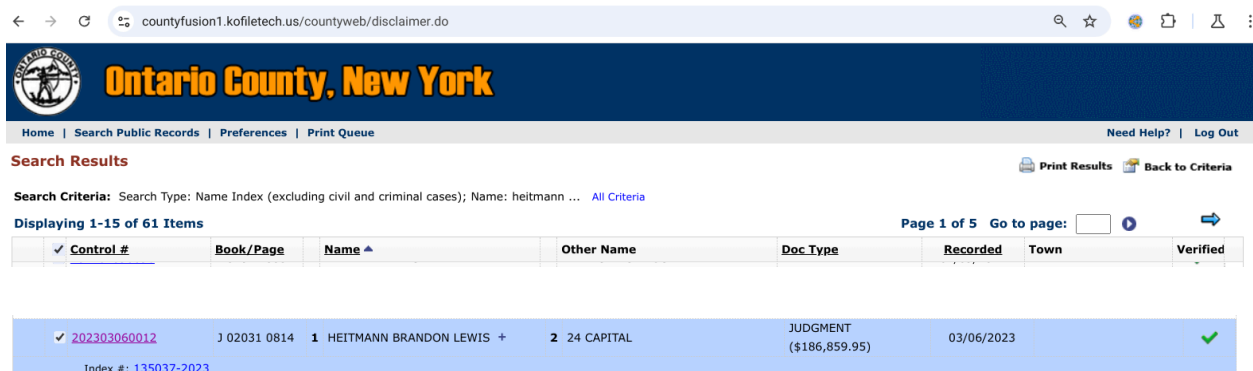
Debtor states,

Debtor originally scheduled 24 Capital at \$183,000 and indicated "judgment" in the basis for the claim. In Debtor's FURTHER DEBTOR'S OBJECTION TO CREDITOR MOHAMED SAAD'S MOTION TO DISMISS, for purposes of determining whether the 24 Capital claim should apply to the chapter 13 debt limit, Debtor believed that the amount should be zero because it was based on a purported guaranty where the underlying documents did not state that Brandon Heitmann was the guarantor. At the time of the filing on 1.6.2025 and a few days prior to the filing, Debtor's counsel went back to review the Macomb County and Federal District Court websites, and could not find any judgment in favor of 24 Capital against Debtor. Nor did the 24 Capital proof of claim that was filed in the Exigent bankruptcy indicate that 24 Capital had a judgment against either Mr. Heitmann or Exigent. This is consistent with 24 Capital's proof of claim in the Exigent bankruptcy [Exigent POC 44] which does not state that Mr. Heitmann is a guarantor. The "guaranty" portion of the loan documents does not list Mr. Heitmann, it lists Exigent Design and Build, and the signature line for that entity is signed by Mr. Heitmann and does not state that Mr. Heitmann is guaranteeing the obligation himself.

A further review of more databases indicated that it appears that 24 Capital has a default judgment against Mr. Heitmann in Ontario County, New York, dated March 6, 2023. Mr. Heitmann was not served with the complaint, and it is questionable whether personal jurisdiction existed in New York for a lawsuit against a Michigan individual and his Michigan company in New York where it appears that Mr. Heitmann was not a named guarantor or party to the contract between 24 Capital and Exigent, and neither he nor Exigent ever conducted business in New York.

That being said, if one adds the amount of the scheduled claim for 24 Capital of \$183,000 to the amount of the liquidated, noncontingent debt listed in the January 6, 2025 FURTHER DEBTOR'S OBJECTION TO CREDITOR MOHAMED SAAD'S MOTION TO DISMISS brief of \$2,537,994.99, one gets \$2,720,994.99.

The screenshots to the Ontario County New York trial court website follows:



The screenshot shows the Ontario County, New York public records website. The search criteria are: Search Type: Name Index (excluding civil and criminal cases); Name: heitmann ... All Criteria. The results display 1-15 of 61 items. The first result is a judgment for \$186,859.95 against Brandon Lewis Heitmann, dated 03/06/2023, recorded by 24 Capital. The result is verified.

Control #	Book/Page	Name	Other Name	Doc Type	Recorded	Town	Verified
202303060012	J 02031 0814	1 HEITMANN BRANDON LEWIS +	2 24 CAPITAL	JUDGMENT (\$186,859.95)	03/06/2023		✓

Respectfully submitted,  
/s/ Robert Bassel  
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On 1.17.2025, I served a copy of the above document upon counsel of record using the ECF filing system.

Respectfully submitted,  
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